

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE: §  
§  
ELISA CASTROLUGO § CASE NO. 19-36089  
§ CHAPTER 7  
§  
DEBTOR(S) § JUDGE EDUARDO V. RODRIGUEZ

**CHAPTER 7 TRUSTEE'S APPLICATION TO EMPLOY BK GLOBAL REAL ESTATE  
SERVICES PURSUANT TO 11 U.S.C. §§ 327 AND 328 (a) TO LIST REAL PROPERTY FOR  
SALE**

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THIS MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY OF THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

*Due to the cost of mailing, copies of the exhibits referred to herein are not included with the physical copy of this motion served on parties-in-interest. If you desire a copy of the exhibits, please email [mmyers@rossbanks.com](mailto:mmyers@rossbanks.com) and an electronic copy will be provided.*

Randy W. Williams, chapter 7 Trustee of the above captioned estate (the “Trustee”) files this *Application to Employ BK Global Real Estate Services Pursuant to 11 U.S.C. § 327 to List Real Property for Sale* (the “Application”) and states as follows:

**RELIEF REQUESTED**

1. The Trustee seeks and order to employ BK Global Real Estate Services (“BK Global”) to list for sale of the Real Property (as more specifically identified below).

**RELEVANT BACKGROUND**

2. Randy Williams is the duly qualified and acting chapter 7 Trustee of the bankruptcy estate of Elisa Castrolugo.

3. An asset of the bankruptcy estate is real property located at 1342 Nashua St. Houston, TX 77008, and which is further described as follows:

**Parcel Number:** 0391260000137, **Tax ID:** 039-126-000-0137

City/Municipality/Township: CITY OF HOUSTON, **Census Tract:** 482015112.002023

Carrier Route: C015, **Abbreviated Description:** DIST:061 CITY/MUNI/TWP:CITY OF HOUSTON LT 986 HOUSTON HEIGHTS ANNEX MAP REF:MAP 5259D

4. The Debtor(s) listed the Real Property on their schedules as having a value of \$413,180.00.

*See Dkt. No. 16, Schedule A/B.*

5. The Debtor(s) listed the following encumbrances (the “Secured Claims”) on the Real Property:

a. First Mortgage: Mr. Cooper in the amount of \$385,089.00. See Dkt No. 10, Schedule D.

6. The Debtor(s) have not declared the Real Property as exempt. See Dkt. No. 10, Schedule C.

7. Based upon the scheduled value and Secured Claims related to the Real Property provided by the Debtor(s), there is no equity in the Real Property.

#### **BASIS FOR RELIEF REQUESTED**

8. The Handbook for Chapter 7 Trustees published by the Executive Office of the United States Trustee, states on pages 4 – 14 under Section 9 “Sales of Assets” (a) General Standards “A trustee may sell assets only if the sale will result in a meaningful distribution to creditors. The Section further states “the Trustee may seek a “carve-out” from the sale of the property at issue if the “carve-out” will result in a meaningful distribution to creditors. Further, the Section states “The trustee must also consider whether the cost of administration or tax consequences of any sale would significantly erode or exhaust the estate’s equity interest in the asset.”

9. BK Global has expertise and experience in assisting trustees in facilitating the sale of real property for the benefit of creditors. BK Global proposes to provide the following services (the “Services”) to the Trustee:

- a) List the Real Property for sale to obtain offers for the Trustee, whereby if the Trustee accepts an offer, the Real Property may be sold pursuant to 11 U.S.C. § 363;
- b) Obtain the release and waiver of all secured claims against the estate with respect to the Real Property (including any deficiency claims resulting from the proposed sale) as applicable;
- c) Establish a meaningful carve out for the benefit of allowed unsecured creditors of the Debtor(s)’ estate and the payment of administrative claims of the Estate including, but not limited to, (a) a six percent (6%) real estate brokerage commission (and reimbursement of any out-of-pocket expenses) to BK Global and any associated real estate professional(s); (b) statutory compensation for the Trustee; and (c) and other administrative claims by other professionals employed by the Trustee (collectively “Administrative Costs”), all to be paid from the proceeds of the sale;
- d) Make certain the amount of the carve out is clearly set out in the motion to sell the Real Property pursuant to 11 U.S.C. § 363;
- e) Assist with the coordination of the sale and closing transaction of the Real Property.

10. A separate motion to approve the sale of the Real Property will be filed seeking the approval of the settlement terms and conditions of the subject purchase and sale transaction including the following:

- a) a carve out from the sale proceeds of the Real Property for the payment of title services and closing costs;
- b) a carve out from the sale proceeds of Administrative Costs ;
- c) a carve out from the sale proceeds of an amount that will result in a meaningful distribution to the estate for the benefit of unsecured creditors of the bankruptcy estate.

11. The Trustee believes that the highest and best value for the Real Property will be generated through a sale in which the Real Property is widely marketed to the public and offered at the highest price that the market will bear.

12. The Trustee submits that the terms of employment and compensation as set out in this application and the listing agreement, attached as Exhibits A and B, are reasonable in light of the extensive

experience of BK Global and any associated real estate professional, and the nature of the services they provide.

13. The terms of the listing agreement and this Application provide that BK Global and listing agent are only entitled to payment if and when (a) a motion to approve the sale is granted and (b) the sale of the Real Property closes, in which event BK Global and listing agent will receive a six percent (6%) real estate brokerage commission and obtain reimbursement of any out-of-pocket expenses. Therefore, BK Global will not be entitled to any fees if the Court does not grant the motion to approve the sale of the Real Property.

14. In no event will the bankruptcy estate have any obligation to pay BK Global or any associated real estate professional(s) for their services, or to pay for the customary title services and closing costs if the subject transaction does not close.

15. BK Global attested that it is a disinterested person within the meaning of Section 101(14) of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 2014 and 2016(a). Attached hereto as **Exhibits C and D** is an Affidavit of Disinterestedness of BK Global. BK Global also attests, pursuant to Bankruptcy Rule 2016, that it shall not split or share its fee with any individual or entity other than listing agent or a buyer's agent, if applicable.

WHEREFORE, based upon the foregoing, the Chapter 7 Trustee seeks the Court's authority to retain BK Global in this case and requests that the Court approve the retention of BK Global on the terms, including but not limited to compensation arrangement, set forth in the listing agreement and this application, pursuant to Sections 327, 328(a) and 330 of the Bankruptcy Code; and for such other and further relief as the Court determines is appropriate.

Respectfully submitted,

*/s/ Randy W. Williams by permission MDM*  
Randy W. Williams, Trustee  
7924 Broadway, Ste 104  
Pearland, Texas 77581  
(281) 884-9262  
[rww@bymanlaw.com](mailto:rww@bymanlaw.com)

**CHAPTER 7 TRUSTEE**

*/s/ Marc Douglas Myers*

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Marc Douglas Myers  
Ross, Banks, May, Cron & Cavin, P.C.  
SBN 00797133  
7700 San Felipe, Suite 550  
Houston, Texas 77063  
(713) 626-1200; (713) 623-6014 fax  
[mmyers@rossbanks.com](mailto:mmyers@rossbanks.com)  
COUNSEL FOR THE TRUSTEE

**CERTIFICATE OF SERVICE**

I hereby certify that on December 13, 2019, a true and correct copy of the foregoing was sent via regular US mail to the Debtor(s), counsel for the Debtor(s), the Trustee, counsel for the Trustee, the US Trustee, all creditors and all persons requesting notice as set forth below unless otherwise served by the CM-ECF system.

*/s/ Marc Douglas Myers*

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Marc Douglas Myers

Nationstar Mortgage LLC d/b/a Mr. Cooper  
c/o Corporation Service Company Registered Agent  
211 E. 7th Street, Suite 620  
Austin, Texas 78701

Nationstar Mortgage LLC d/b/a Mr. Cooper  
8950 Cypress Waters Blvd  
Coppell, TX 75019

Adobe  
345 Park Avenue  
San Jose, CA 95110-2704

American Express Blue Cash  
P.O. Box 650448  
Dallas, TX 75265-0448

CenterPoint Energy  
P.O. Box 4980  
Houston, TX 77210-4980

Chase Sapphire  
P.O. Box 6294  
Carol Stream, IL 60197-6294

Chase United Explorer MileagePlus  
P.O. Box 6294  
Carol Stream, IL 60197-6294

City of Houston  
P.O. Box 1560  
Houston, TX 77251-1560

Discover it Card  
P.O. Box 6103  
Carol Stream, IL 60197-6103

Firstmark Services  
P.O. Box 2977  
Omaha, NE 68103-2977

Gabrielle Strout  
Nan and Company Properties  
2200 Post Oak Blvd.  
Suite 1475  
Houston, TX 77056-4707

Microsoft Office  
One Microsoft Way  
Redmond, WA 98052-8300

Nelnet  
P.O. Box 2970  
Omaha, NE 68103-2970

Netflix  
100 Winchester Circle  
Los Gatos, CA 95032-1815

Reliant  
P.O. Box 3765  
Houston, TX 77253-3765

The New York Times  
620 Eighth Avenue  
New York, NY 10018-1604

US Trustee  
Office of the US Trustee  
515 Rusk Ave  
Ste 3516  
Houston, TX 77002-2604

USAA  
9800 Fredericksburg Rd  
San Antonio, TX 78288-0002

USAA-NSM  
P.O. Box 650660  
Dallas, TX 75265-0660

Verizon Wireless  
Bankruptcy Administration  
500 Technology Drive  
Suite 550  
Weldon Spring, MO 63304-2225

Vonage  
Legal Department  
23 Main Street  
Holmdel, NJ 07733-2136

Wall Street Journal  
1211 Avenue of the Americas  
New York, NY 10036-8711

Elisa Castrolugo  
12003 Oak Cluster East  
Magnolia, TX 77354-4978

Randy W Williams

7924 Broadway, Suite 104  
Pearland, TX 77581-7933

**BK Global Real Estate Brokerage Listing Agreement**

This Real Estate Brokerage Listing Agreement ("Agreement") is between Randy Williams ("TRUSTEE") and **BK Global Real Estate Services LLC** ("BROKER")

**Authority to Sell Property:** Trustee gives Broker the right to be the EXCLUSIVE BROKER in the sale of the real and personal property (collectively "Property") described below:

**Parcel Number:** 0391260000137, **Tax ID:** 039-126-000-0137

City/Municipality/Township: CITY OF HOUSTON, **Census Tract:** 482015112.002023

Carrier Route: C015, **Abbreviated Description:** DIST:061 CITY/MUNI/TWP:CITY OF HOUSTON LT 986 HOUSTON HEIGHTS ANNEX MAP REF:MAP 5259D

Upon full execution of a contract for sale and purchase of the Property and court approval, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. **Trustee** and **Broker** acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law. **Trustee** certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

**Price:** The starting listing price of the property will be: \$\_\_\_\_\_. If there are no acceptable offers after 15 days, the list price will be reduced 5% and will reoccur every 15 days until the listing expires or if an acceptable offer is received.

**Brokers Obligations:** Broker will assist the Trustee to make commercially reasonable efforts to procure the consent and agreement of the senior mortgagee ("Secured Creditor"), if necessary due to a short sale or insufficiency of the net proceeds of sale, to:

- a. procure a purchaser for the Real Property with the best qualified offer during a public sale.
- b. Release its lien with respect to the Property; and

- c. Agree to a 11 U.S.C. § 506 surcharge to (x) pay our fee and expenses, any commission payable to the local real estate broker and all other fees and expenses associated with the sale, and (y) provide a carve-out for the benefit of allowed unsecured creditors of the estate.

**Brokers Duties:** Broker duties will include but will not be limited to the following services;

- Researching the real estate, running title and lien searches to identify creditors for resolution and any title issues.
- Advising the trustee of any issues and discuss potential resolutions.
- Conducting the resolutions under the trustee's direction.
- Assisting the trustee in the collection of documents and information for employment.
- Making and identifying the correct contact with any secured creditors where applicable.
- Notifying the secured creditor of the upcoming sale and identifying servicer requirements.
- Assisting the trustee in establishing market value and negotiating with the Servicer an acceptable sales price and establishing a carve-out, if necessary.
- Development of online marketing, email campaign and full nationwide marketing services.
- Conducting an online sale.
- Use of the BK Global technology platform.
- Assist the trustee in the review of all offers and coordinate the final documentation of the offer accepted by the trustee.
- Managing contract requirements such as inspections, appraisals and HOA applications.
- Coordinating closings and assisting the trustee in the collection of required information for court filing.
- Closing the transaction and ensure the estate has received the appropriate funds.

**Local Listing Brokers Obligations:** Broker will select a **Local Listing Broker** to co-list the property and provide limited services. **Trustee** will retain both **Broker** and the **Local Listing Broker** to market the Property for sale to the public under a separate listing agreement.

**Local Listing Brokers Duties:** Local Listing Brokers duties will include but will not be limited to the following services;

- Inspecting the property and completing a broker's price opinion.
- Listing the property in the multiple listing service (MLS).
- Posting a for sale sign in the yard and coordinating showings.

**Trustee Obligations:** In consideration of **Broker's** obligations, **Trustee** agrees to:

- a) Cooperate with **Broker** in carrying out the purpose of this Agreement
- b) Assist the Broker as needed in obtaining the keys to the Property and make the Property available for **Broker** to show during reasonable times.

- c) File all court motions and documents in a timely manner to ensure a successful sale.
- d) Advise **Broker** of any special issues our court requirements.

**Compensation: 6% Real Estate Commission** will be paid out of the proceeds off the sale and is due and paid at closing. The commission will cover the costs of the **Broker**, **Local Listing Broker** and **Buyers Broker**. The commission will be paid as follows:

- 2% Broker
- 2% Local Listing Broker
- 2% Buyers Broker

**Term of Agreement:** The term of this Agreement will commence when signed by the **Trustee** and the court approves it. This Agreement will automatically terminate upon the closing of the sale of the Property, or it may be terminated by either party for any or no reason after 180 days from commencement. In addition, this Agreement will be terminated if the **Trustee** files a Report of No Distribution, files a Notice of Abandonment of the subject property, or submits a Trustee's Final Report to the Office of the United States Trustee.

**Broker** acknowledges and agrees that (a) the **Trustee** is not executing this Agreement in an individual capacity, but solely as trustee of the estate, (b) **Broker** does not and will not have any right or claim with respect to the estate and (c) **Broker**'s sole recourse for payment of real estate commission, fees and expenses will be paid at closing with court approval.

This Agreement constitutes our complete agreement on this matter and supersedes all prior agreements and representations concerning the same. It may not be modified or amended except in a writing signed by both parties.

(the remainder of this page is left intentionally blank)

The effective date of this agreement is \_\_\_\_\_.

**BROKER:**



By: \_\_\_\_\_ Acknowledged and agreed as of the date set forth above.

Patrick Butler, Broker-in-Charge

**TRUSTEE:**

\_\_\_\_\_ Acknowledged and agreed as of the date set forth above.

Randy Williams, not individually but solely as Trustee in the referenced matter.



**RESIDENTIAL REAL ESTATE LISTING AGREEMENT  
EXCLUSIVE RIGHT TO SELL**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2018

**1. PARTIES:** The parties to this agreement (this Listing) are:

Seller: Randy Williams, BK Trustee for the estate of Elisa Castrolugo  
and not individually

Address: 1342 Nashua St  
City, State, Zip: Houston TX 77008-3746  
Phone: 281-884-9252  
E-Mail: zww@bymanlaw.com

Address: 2200 Post Oak # 1475  
City, State, Zip: Houston TX 77056  
Phone: 713-714-6454 Fax: \_\_\_\_\_  
E-Mail: gabrielle.strout@nanproperties.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. **PROPERTY:** "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot 986, Block  , Houston Heights Annex  
in Harris County, Texas known as 1342 Nashua St Addition, City of Houston (address/zip code),  
or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. **Improvements:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

D. **Exclusions:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: ~~MAX~~ third party personal property may be present at the Property and is not encompassed by this agreement

E. Owners' Association: The property  is  is not subject to mandatory membership in a property owners' association.

(TXR-1101) 02-01-18 Initiated for Identification by Broker/Associate and Seller Page 1 of 10

This form is authorized for use by Gabrielle Strout, a subscriber of the Houston Realtors Information Service, Inc. MLS

### Instantaneous

Residential Listing concerning 1342 Nashua St

Houston

TX 77008

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$ 425,000.00 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

A. This Listing begins on 11/27/2019 and ends at 11:59 p.m. on 5/31/2020.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER COMPENSATION:**

A. When earned and payable, Seller will pay Broker:

(1) 4 % of the sales price.

(2) \_\_\_\_\_.

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker prepares a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

[GS]

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Compensation:

(1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

[GS]

(2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee

[GS]

(TXR-1101) 02-01-18 Initiated for Identification by Broker/Associate

[GS] and Seller

Page 2 of 10

Residential Listing concerning 1342 Nashua St

Houston

TX 77008

from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

(3) Other Fees and/or Reimbursable Expenses:  
n/a

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for n/a days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
  - (a) Seller agrees to sell the Property during the protection period;
  - (b) the Property is exclusively listed with another broker who is a member of Texas REALTORS® at the time the sale is negotiated; and
  - (c) Seller is obligated to pay the other broker a fee for the sale.

F. County: All amounts payable to Broker are to be paid in cash in Harris, subject to bankruptcy court approval County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. LISTING SERVICES:

A. Filing: Seller instructs Broker as follows: (Check 1 or 2 only.)

(1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following: (Check only one box.)

(a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

(b) Seller instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until \_\_\_\_\_ days after the date this Listing begins for the following purpose(s): \_\_\_\_\_  
once an application to approve this agreement is filed with the bankruptcy court.  
(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires including final closing of sales and sales prices. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. Submission of Information to MLS ensures that persons who use and benefit from the MLS also contribute information.

(TXR-1101) 02-01-18 Initiated for Identification by Broker/Associate

GS

and Seller

Page 3 of 10

Residential Listing concerning 1342 Nashua St

Houston

TX 77008

(2) Broker will not file this Listing with any Multiple Listing Services (MLS) or other listing service.

**Notice:** Seller acknowledges and understands that if this option is checked: (1) Seller's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

B. Listing Content: If Broker files this Listing under Paragraph 6A(1)(a) or (b), the parties agree to the following:

(1) Definitions:

(a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.  
 (b) "Seller Listing Content" means Listing Content provided by Seller to Broker or Broker's associates.  
 (c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.

(2) Seller grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content, including any derivative works of the Seller Listing Content. This Paragraph 6B(2) survives termination of this Listing.

(3) All Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

(4) Seller understands and agrees that both the Seller Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

7. ACCESS TO THE PROPERTY:

A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:

(1) access the Property at reasonable times;  
 (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and  
 (3) duplicate keys to facilitate convenient and efficient showings of the Property.

B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: \_\_\_\_\_ Showing Time Showing Service \_\_\_\_\_.

C. Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves

(TXR-1101) 02-01-18 Initiated for Identification by Broker/Associate



and Seller

Page 4 of 10

Case 19-36089 Document 29 Filed in TXSB on 12/12/19 Page 14 of 29

Residential Listing concerning 1342 Nashua St Houston TX 77008

risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

- (1) Broker  is  is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TXR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. ~~Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.~~ [GS]

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

A. **MLS Participants:** If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the buyer: 2 % of the sales price or \$ \_\_\_\_\_; and
- (2) if the other broker is a subagent: 2 % of the sales price or \$ \_\_\_\_\_.

B. **Non-MLS Brokers:** If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the buyer: 2 % of the sales price or \$ \_\_\_\_\_; and
- (2) if the other broker is a subagent: 2 % of the sales price or \$ \_\_\_\_\_.

9. **INTERMEDIARY:** (Check A or B only.)

A. **Intermediary Status:** Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
- (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

B. **No Intermediary Status:** Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

(TXR-1101) 02-01-18 Initiated for Identification by Broker/Associate

[GS]

and Seller

Page 5 of 10

Residential Listing concerning 1342 Nashua St

Houston

TX 77008

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ♦ may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ♦ may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- ♦ may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

**10. CONFIDENTIAL INFORMATION:** During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

**11. BROKER'S AUTHORITY:**

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- (1) Seller does not want this Listing to be displayed on the Internet.
- (2) Seller does not want the address of the Property to be displayed on the Internet.

**Notice:** Seller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

C. Broker is authorized to market the Property with the following financing options:

<input checked="" type="checkbox"/> (1) Conventional	<input type="checkbox"/> (5) Texas Veterans Land Program
<input type="checkbox"/> (2) VA	<input type="checkbox"/> (6) Owner Financing
<input checked="" type="checkbox"/> (3) FHA	<input type="checkbox"/> (7) Other
<input checked="" type="checkbox"/> (4) Cash	

D. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;

(TXR-1101) 02-01-18 Initiated for Identification by Broker/Associate

[GS]

and Seller

Page 6 of 10

Residential Listing concerning 1342 Nashua St

Houston

TX 77008

- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

**12. SELLER'S REPRESENTATIONS:** Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property; ✓ [GS]
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing; ✓ [GS]
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances; ✓ [GS]
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement; ✓ [GS]
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except n/a ✓ [GS]
- F. Seller is not aware of any liens or other encumbrances against the Property, except n/a as otherwise disclosed in any documents filed in the above referenced bankruptcy court; ✓ [GS]
- G. the Property is not subject to the jurisdiction of any court; ✓ [GS]
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; ✓ [GS]
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: n/a and ✓ [GS]
- J. the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. ✓ [GS]

**13. SELLER'S ADDITIONAL PROMISES:** Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property; ✓ [GS]
- B. not rent or lease the Property during this Listing without Broker's prior written approval; ✓ [GS]
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker; ✓ [GS]
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval; ✓ [GS]
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances; ✓ [GS]
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property; ✓ [GS]
- G. complete any disclosures or notices required by law or a contract to sell the Property; and ✓ [GS]
- H. amend any applicable notices and disclosures if any material change occurs during this Listing. ✓ [GS]

**14. LIMITATION OF LIABILITY:**

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis. ✓ [GS]

Residential Listing concerning 1342 Nashua St

Houston

TX 77008

B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:

- (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
- (2) other brokers or their associates who may have information about the Property on their websites;
- (3) acts of third parties (for example, vandalism or theft);
- (4) freezing water pipes;
- (5) a dangerous condition on the Property;
- (6) the Property's non-compliance with any law or ordinance; or
- (7) Seller, negligently or otherwise.

C. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:

- (1) are caused by Seller, negligently or otherwise;
- (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
- (3) are caused by Seller giving incorrect information to any person.

**15. SPECIAL PROVISIONS:**

~~This Listing Agreement and any sale of the property is subject to and conditioned upon approval by the United States Bankruptcy Court.~~

~~any dispute arising under this agreement or related to the Property are subject to the exclusive jurisdiction of the US Bankruptcy Court approving this agreement~~

**16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

**17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

**18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

**19. ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Listing and other documents that Seller may need to provide are:

- A. Information About Brokerage Services;
- B. Seller Disclosure Notice (§5.008, Texas Property Code);
- C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
- E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- F. Request for Information from an Owners' Association;
- G. Request for Mortgage Information;

(TXR-1101) 02-01-18 Initiated for identification by Broker/Associate

[GS]

and Seller

Page 8 of 10

Residential Listing concerning 1342 Nashua St

Houston

TX 77008

- H. Information about Mineral Clauses in Contract Forms;
- I. Information about On-Site Sewer Facility;
- J. Information about Property Insurance for a Buyer or Seller;
- K. Information about Special Flood Hazard Areas;
- L. Condominium Addendum to Listing;
- M. Keybox Authorization by Tenant;
- N. Seller's Authorization to Release and Advertise Certain Information; and
- O. \_\_\_\_\_

#### 20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

#### 21. ADDITIONAL NOTICES:

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.**
- D. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**
- E. **Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- F. **Broker advises Seller to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective buyers without their knowledge or consent.**

(TXR-1101) 02-01-18 Initiated for Identification by Broker/Associate

[GS]

and Seller

Page 9 of 10

Residential Listing concerning 1342 Nashua St

Houston

TX 77008

**Seller should be aware that a prospective buyer might photograph or otherwise record the Property without Seller's knowledge or consent.**

- G. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- H. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.**
- I. If Seller is a "foreign person" as defined by federal law, a buyer may be required to withhold certain amounts from the sales proceeds and deliver the same to the Internal Revenue Service to comply with applicable tax law. A "foreign person" is a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(l) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. Seller notifies Broker that Seller  is not a "foreign person" as defined by federal law. If Seller is unsure whether Seller qualifies as a "foreign person" under federal law, Broker advises Seller to consult a tax professional or an attorney.**
- J. Broker advises Seller to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.**
- K. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

Nan & Company Properties  
Broker's Printed Name

9003484  
License No.

Authentisign

**Gabrielle Strout**

12/05/2019

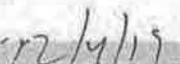
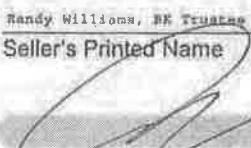
 Broker's Signature

Date

Broker's Associate's Signature, as an authorized agent of Broker

Gabrielle Strout  
Broker's Associate's Printed Name, if applicable

Randy Williams, BK Trustee for the estate of Elisa Castrolugo  
Seller's Printed Name



Date

Seller's Printed Name

Seller's Signature

Date

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS

In re: : Chapter 7  
: Case No. 19-36089  
Debtor :  
Elisa Castrolugo :  
:

**DECLARATION OF PATRICK BUTLER IN SUPPORT OF APPLICATION  
TO RETAIN BK GLOBAL REAL ESTATE SERVICES TO PROCURE CONSENTED  
PUBLIC SALE PURSUANT TO 11 U.S.C. § 327, 328 AND 330**

The undersigned, Patrick Butler (“Declarant”) hereby states:

1. I am employed by BK Global Real Estate Services (“Applicant” or “BKRES”), which is an entity duly licensed as a real estate brokerage by the State of Florida located at 1095 Broken Sound Parkway, N.W., Suite 100, Boca Raton, FL 33487. I am Applicant’s broker-in-charge and am authorized by Applicant to submit this Declaration on Applicant’s behalf in support of the annexed Application to Retain BKRES and in accordance with Bankruptcy Rule 2014.

2. Based upon the information discussed below, I believe that Applicant is a disinterested person and does not hold or represent any interest adverse to the interest of the Debtor’s estate as that term is defined in Section 101(14) of the Bankruptcy Code.

3. To the best of my knowledge: (a) neither BKRES nor any of its employees has any connection with the Debtor, its creditors in this case, the Chapter 7 Trustee, the Office of the United States Trustee, or any employees thereof or any party in interest herein; (b) BKRES and each of its employees are “disinterested persons,” as that term is defined in Section 101(14) of the Bankruptcy Code; and (c) neither BKRES nor any of its employees hold or represent an interest adverse to the Debtor’s estate.

4. A description of the qualifications of, and services provided by, BKRES is attached as Schedule 1.

5. That I have read the application of the Trustee regarding the retention and compensation of BKRES and agreed to be bound by the terms and conditions represented therein.

6. That I further understand that the Court, in its discretion, may alter the terms and conditions of employment and compensation, as it deems appropriate.

Verified under penalty of perjury that the foregoing is true and correct this 25th day of November, 2019.

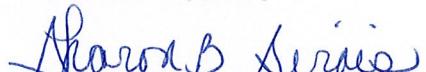


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Patrick Butler  
Broker-in-Charge

The foregoing instrument was sworn to and subscribed before me this 25 day of November, 20190, by Patrick Butler who provided identification or is personally known to me and who did take an oath.

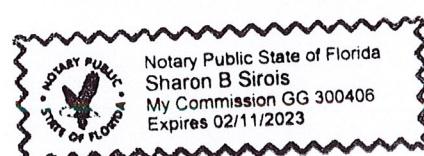
NOTARY PUBLIC



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Sharon B. Sirois  
Notary Public, State of Florida

My Commission Expires



## **SCHEDULE I**

BK Global Real Estate Services is a licensed real estate brokerage by the State of Florida, located at 1095 Broken Sound Parkway N.W., Suite 100, Boca Raton, Florida, 33487.

BK Global Real Estate Services has a strong background and extensive experience in dealing with the mortgage servicing industry and is considered an expert in assisting in the negotiations with secured creditors whose debt is in excess of the market value of the real property and in negotiating short sales.

BK Global Real Estate Services has been providing real estate services to Chapter 7 bankruptcy trustees since 2014.

BK Global Real Estate Services has developed a process to assist Chapter 7 trustees in the sale of over-encumbered real estate to obtain the consent of the secured creditor to allow the Chapter 7 trustee to sell the real property and to assist the Chapter 7 trustee in negotiating a carve out for the bankruptcy estate that will provide a meaningful distribution to the unsecured creditors..

BK Global Real Estate Services is to be retained by the Chapter 7 trustee pursuant to 11 U.S.C. § 327. The first step is for BK Global Real Estate Services to assist the Chapter 7 trustee in obtaining the consent of the secured creditor(s) to allow the Chapter 7 trustee to sell the secured real estate. Those negotiations will include establishing a carve-out of the sale proceeds to the bankruptcy estate that will provide a meaningful distribution to unsecured creditors.

In addition, a carve out will be established to pay a real estate commission to BK Global Real Estate Services and a local real estate licensed broker. In addition, as part of the negotiations, the secured creditor(s) will be required to waive the filing of any deficiency claim.

Once the Court has approved the retention of BK Global Real Estate Services and the local real estate licensed broker, then the real property will be listed for sale at an agreed listing price by the secured creditor.

A motion will be filed to approve the settlement and compromise reached between the Chapter 7 trustee and the secured creditor.

BK Global Real Estate Services has successfully assisted Chapter 7 trustees in 33 court districts in the consented program. BK Global Real Estate Services does this by achieving the highest sale prices for properties as opposed to the more common “discounted sale” often presented to secured creditors by less experienced service providers. The transaction is never consummated unless the carve-out percentage or fee is sufficient to provide a meaningful distribution to unsecured creditors. BK Global Real Estate Services has standards in the mortgage industry whereby all parties can have a mutually beneficial outcome to the sale. The sale of over-encumbered real estate in bankruptcy presents a superior outcome to all parties.

- Unsecured creditors achieve a meaningful distribution on many more bankruptcy cases than they do on ‘no asset’ cases;
- The Chapter 7 trustee is able to conduct these transactions in a very cost-effective manner substantiating the carve-out amounts generated in these sales; and
- Secured creditors achieve more favorable recovery than they would via foreclosure including minimized compliance risk.

Page 4-2 of the Handbook for Chapter 7 Trustee states that by virtue of 11 U.S.C. § 323(a) the trustee is a representative of the estate. Further, the handbook states, “The trustee is a fiduciary charged with protecting the interest of all estate beneficiaries – namely, all classes of creditors, including those holding secured, administrative, priority and non-priority unsecured claims, as well as the debtor’s interest in exemptions and in any possible surplus property.”

BK Global Real Estate Services is a licensed Real Estate Broker and acts in the capacity as a licensed agent/broker. As a member of the real estate professional association, BK Global Real Estate Services is permitted to work with local brokers and share fees for work conducted. Section 504(b) of the Bankruptcy Code permits the compensation BK Global Real Estate Services receives for work conducted on a case.

BK Global Real Estate Services has developed a nationwide network of licensed real estate brokers that are trained in the sale of over-encumbered real estate in bankruptcy. BK Global Real Estate Services co-lists the real estate with one of our local trained licensed brokers. The trustee hires both BK Global Real Estate Services and the local broker to perform the required services. The listing commission is split between BK Global Real Estate Services and the local broker.

For these fees, both BK Global Real Estate Services and the local broker share in the duties that are required to conduct a consented sale in bankruptcy.

BK Global Real Estate Services’ services include, but are not limited to, the following:

- Researching the real estate, running title and lien searches to identify creditors for resolution and any title issues;
- Advising the trustee of any issues and discuss potential resolutions;
- Conducting the resolutions under the trustee’s direction;
- Assisting the trustee in the collection of documents and information for employment;
- Making contact with the secured creditor(s);
- Notifying them of the upcoming sale and identifying servicer requirements;
- Assisting the trustee in establishing market value and negotiating with the servicer an acceptable sales price and establishing a carve-out;
- Development of online marketing, email campaign and full nationwide marketing services;
- Conducting on online sale;
- Use of the technology platform;

- Assist the trustee in the review of all offers and coordinate the final documentation of the offer accepted by the trustee;
- Managing contract requirements such as inspections, appraisals and HOA applications;
- Coordinating closings and assisting the trustee in the collection of required information for court filing; and
- Closing the transaction and ensuring the estate has received the appropriate funds.

Local broker services include, but are not limited to:

- Inspecting the property and completing a broker's price opinion;
- Listing the property in the multiple listing service (MLS); and
- Posting a for sale sign in the yard and coordinating showings.

U.S. Bankruptcy Court Districts where BK Global Real Estate Services conducted Consented Sales:

- Eastern District of Arkansas
- Central District of California
- Eastern District of California
- Southern District of California
- District of Colorado
- District of Connecticut
- Middle District of Florida
- Southern District of Georgia
- District of Hawaii
- Northern District of Illinois
- Northern District of Indiana
- Southern District of Indiana
- Western District of Kentucky
- Eastern District of Louisiana
- Middle District of Louisiana
- Western District of Louisiana
- District of Massachusetts
- District of Maryland
- Eastern District of Michigan
- Eastern District of North Carolina
- District of New Jersey
- District of Nevada
- Eastern District of New York
- Northern District of Ohio
- Southern District of Ohio
- District of Oregon
- Eastern District of Pennsylvania

- Middle District of Pennsylvania
- Western District of Pennsylvania
- Northern District of Texas
- Western District of Texas
- Western District of Washington

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS

In re:

Case No. 19-36089  
Chapter 7

Elisa Castrolugo

Debtors /

**AFFIDAVIT OF GABRIELLE STROUT IN SUPPORT OF APPLICATION  
TO RETAIN BK GLOBAL REAL ESTATE SERVICES AND NAN & CO TO  
PROCURE CONSENTED PUBLIC SALE PURSUANT TO 11 U.S.C. § 327, 328  
AND 330**

STATE OF TEXAS )  
 )  
COUNTY OF Harris )

Gabrielle Strout, being duly sworn, says:

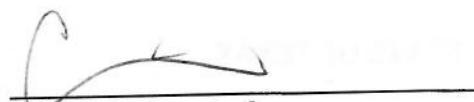
1. I am a real estate agent duly licensed by the State of Texas.
2. I am an agent of Nan & Co a Texas Corporation, with corporate offices located at 2200 Post Oak Blvd Ste 1475 Houston, TX 77056, ("Listing Agent").
3. I am familiar with the Application to Retain Nan & Co, filed by the Trustee ("Application") and the property described therein.
4. I believe that I am experienced and qualified to represent the Trustee in connection with the marketing and sale of the real property located at 1342 Nashua St. Houston, TX 77008 (the "Property").
5. Nan & Co has agreed to accept employment pursuant to the terms and conditions set forth in the Application and the proposed commission structure. Based upon my experience and knowledge of the real estate market, I believe that the commission structure proposed to be paid to Listing Agent does not exceed customary commissions in the applicable geographical area and are reasonable for the type of employment proposed.

6. Neither I nor any member of Nan & Co hold or represent any interest adverse to the estate with respect to the matters for which we are to be employed and we are disinterested persons within the meaning of 11 U.S.C. § 101(14), as required by § 327(a).

7. To the best of my information and belief, neither I nor the other members of this firm have any connection with the Debtors, their creditors, or any other party in interest or their respective attorneys or accountants, the U. S. Trustee, or any person employed in the office of the U.S. Trustee, as required by Rule 2014 of the Federal Rules of Bankruptcy procedure except as set forth below.

8. I represent no interest adverse to the Debtors or its estate in the matters upon which I am to be engaged.

FURTHER AFFIANT SAYETH NAUGHT.



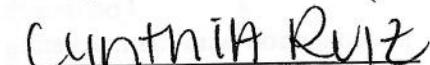
Gabrielle Strout of  
Nan & Co

The foregoing instrument was sworn to and subscribed before me this 10<sup>th</sup> day of  
November, 2019.

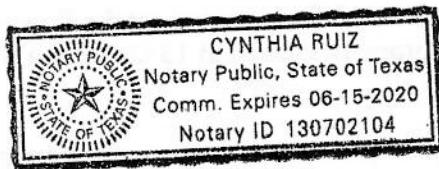
NOTARY PUBLIC

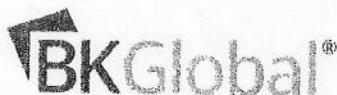


Cynthia Ruiz  
Notary Public, State of Texas



Cynthia Ruiz  
Type, Stamp, or Print Name as  
Commissioned





## BK GLOBAL CO-LISTING AGREEMENT

**BK Global Real Estate Services LLC** ("BROKER") has the authority by Randy Williams for the BK Estate of Elisa Castrolugo . ("TRUSTEE") to Co-List the property with Nan & Co ("LOCAL LISTING BROKER") on the property described below:

**1342 Nashua St. Houston, TX 77008**

**Co-Listing Fee:** The **Local Listing Broker** in exchange for assisting the **Broker** in the listing the related real property shall agree to a commission split as follows:

- **2% to Broker**
- **2% to Local Listing Broker**
- **2% to Buyers Broker**

**Local Listing Broker Duties:** Local Listing Brokers duties will include but will not be limited to the following services;

- Inspecting the property and completing a broker's price opinion.
- Listing the property in the multiple listing service (MLS).
- Posting a for sale sign in the yard and coordinating showings.

**Additional Terms and Conditions:**

- "2-2-2" is defined as a three-party commission model where the listing brokerage, the buyer brokerage and BK Global each earn 2% of the gross sale price (assuming a 6% gross commission) for properties that result in a consummated sale. Any commission reduction must be agreed upon by all parties and reduced equally.
- The transfer of title to a listed property pursuant to a deed in lieu of foreclosure or otherwise to a non-third-party purchaser such as a secured creditor does not constitute the consummation of a sale.

DATED this 18<sup>th</sup> day of NOVEMBER, 2019

**Broker:**

BK Global Real Estate Services LLC

A handwritten signature in black ink, appearing to read 'Patrick Butler'.

By: \_\_\_\_\_  
Signature

Patrick Butler  
Print Name

Corporate Broker  
Title

3349908  
License ID

**Local Listing Agent:**

Gabrielle Strout

A handwritten signature in black ink, appearing to read 'Gabrielle Strout'.

By: \_\_\_\_\_  
Signature

GABRIELLE STROUT  
Print Name

R. WALTER  
Title

0027315 - 11  
License ID

